

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

DANYETTA BLANFORD, ARMEN DUPREE AND  
JASON HUBBARD,

Plaintiffs,

-against-

THE CITY OF NEW YORK & N.Y.C. POLICE  
OFFICER SHAIMA PETERSON, SHIELD # 4555,  
AND N.Y.C. POLICE OFFICERS "JOHN DOE (1)-  
(4)", EACH SUED INDIVIDUALLY AND IN  
THEIR OFFICIAL CAPACITY,

Defendants.

**STIPULATION OF  
SETTLEMENT AND  
ORDER OF DISMISSAL**

11 CV 5037 (JBW) (VVP)

**WHEREAS**, plaintiffs Danyetta Blanford, Armen Dupree and Jason Hubbard commenced this action by filing a complaint on or about October 18, 2011 alleging that the defendants violated plaintiffs' federal civil and common law rights; and

**WHEREAS**, defendants City of New York and Police Officer Shaimaa Peterson have denied any and all liability arising out of plaintiffs' allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without defendants admitting any fault or liability; and

**WHEREAS**, plaintiffs have authorized their counsel, Steven A. Hoffner, Esq., to agree to the terms set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant The City of New York hereby agrees to pay plaintiffs a total amount of Seventy Thousand (\$70,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. The total amount of Seventy Thousand (\$70,000.00) Dollars is to be divided among the three plaintiffs as follows: Danyetta Blanford Thirty-Thousand (\$30,000.00) Dollars; Armen Dupree Eighteen Thousand Five Hundred (\$18,500.00) Dollars and Jason Hubbard Twenty-One Thousand Five Hundred (\$21,500.00) Dollars. In consideration for the payment of this sum, plaintiffs agree to the dismissal of all the claims against the defendants and to release the defendants, and any present or former employees and agents of The City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims or rights of action alleging a violation of plaintiff's civil rights from the beginning of the world to the day of the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraph 2 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiffs shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or The City of New York or any other rules.

regulations or bylaws of any department or subdivision of The City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiffs agree to hold harmless the defendants regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, the City reserves the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
March 27, 2012

Steven A. Hoffner, Esq.  
*Attorney for Plaintiffs, Danyetta Blanford,  
Armen Dupree and Jason Hubbard*  
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By:

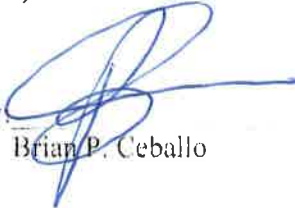
Steven A. Hoffner, Esq.



MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
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("City") and Police Officer Shaima  
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By:

Brian P. Ceballo



SO ORDERED:

Dated: New York, New York  
March 27, 2012

HON. JACK B. WEINSTEIN  
UNITED STATES DISTRICT JUDGE